
BIDDER

BID SECURITY

CONTRACT NO. 19-02

PURCHASE OF ONE (1) CURRENT MODEL YEAR 25 PASSENGER COMMERCIAL BUS, TWO (2)
WHEELCHAIR POSITIONS WITH TWO (2) FOLDAWAY SEATS

NOTICE

Do not disassemble. Return intact with
properly completed forms or bid may be rejected.

CITY OF NEWARK

Delaware

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NOTICE OF LETTING

Sealed proposals for Contract No. 19-02, Purchase of One Current Model Year 25 Passenger Commercial Bus, two (2) wheelchair positions with two (2) foldaway seats, will be received in the Purchasing Office, Newark Municipal Building, 220 South Main Street, Newark, Delaware 19711, until 2 p.m., prevailing time, Tuesday, February 5, 2019 and will be publicly opened and read aloud in the Council Chamber shortly thereafter.

Copies of the bid documents may be obtained on the City website at www.cityofnewarkde.us.

CITY OF NEWARK
Delaware

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GENERAL PROVISIONS

1. BIDS

Each bid must be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked, "City of Newark, Contract No. 19-02, "One Current Model Year 25 Passenger Commercial Bus, two (2) wheelchair positions with two (2) foldaway seats," and will be received in the Purchasing Office, 220 South Main Street, Newark, Delaware 19711, until 2 p.m., prevailing time, Tuesday, February 5, 2019. Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) days following the bid opening date.

2. PRICES AND EXCEPTIONS

The prices shall include all transportation, delivery preparation, and installation charges for the equipment specified. The bid prices shall be F.O.B. Newark Maintenance Garage at the end of Phillips Avenue, Newark, Delaware and shall not include federal or state taxes. If applicable, the successful bidder/vendor must furnish the City with the necessary tax exception forms in triplicate upon submission of his invoice.

3. BID SECURITY

No bid shall be considered unless accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the total proposal, payable to the City of Newark. If a bid bond is submitted, it must be made out on the attached "Bond to Accompany Proposal" form and issued by a surety licensed to conduct business in the State of Delaware. The successful bidder/vendor, upon his failure or refusal to execute and deliver the contract and surety bond within ten days (10) days after he has received notice of award of the contract, shall forfeit to the City for such failure or refusal the security deposited with his bid.

4. AWARDS

Following a review of all bids by the City Manager and his recommendation to the

Mayor and Council, awards, if any, will be made to the best responsible bidder. The Mayor and Council reserve the right to reject any or all bids and to waive minor irregularities and defects in form where the best interests of the City would be served.

5. CONTRACT SURETY BOND

Within fourteen (14) days of the award of the contract, the City shall require a surety bond satisfactory to the City in the full amount of the bid price from the successful bidder/vendor.

6. DAMAGES FOR LATE DELIVERY

Delivery shall be F.O.B. Newark, Delaware. The date of delivery of the equipment is important and may influence the award of the contract. The submitted delivery period shall be calculated from the date of notification of award. Liquidated damages of twenty-five dollars (\$25.00) shall be assessed by the City for every day the contract is extended beyond the submitted delivery period. Liquidated damages are not to be construed as a penalty in any sense.

7. FINAL INSPECTION

All equipment will be subject to final inspection. If in any way an item fails to meet the terms of the contract, it may be rejected or liquidated damages charges made. The decision of the City will be final and any rejected item or materials will have to be replaced at the expense of the bidder/vendor.

8. INTENT OF SPECIFICATIONS

It shall be the bidder/vendor's responsibility to furnish the equipment specifically indicated in the specifications and such other as may be necessary to provide the operation intended by the City. Whether or not they are specifically enumerated in the specifications, all parts necessary to provide a complete and efficient vehicle shall be included in the bid. The bidder/vendor shall bear the entire responsibility for furnishing all the specified equipment (including that for which he may not be a dealer) in complete accordance with all the terms and conditions, including delivery, listed in this contract.

9. EXCEPTIONS

Any and all exceptions which are taken to the specifications shall be noted in the space provided in each part. Any exception to the specification is grounds for the rejection of a bid. Bid rejection as a result of an exception shall be subject to the sole judgment of the City of Newark. All vehicles must meet all applicable federal and state regulations.

10. EQUALS

Where a specific product is specified by catalog or model number, the acceptability of any other "or equal" product shall be subject to the sole judgment of the City of Newark.

11. WARRANTIES AND STANDARDS

The vehicle shall be unused in all component parts, including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standard exceeds these, the standard units will be furnished. All materials will be free of defects. All standard manufacturer's warranties and guarantees shall apply. Bidders must enclose a copy of the warranty policy with the bid proposal. All terms of the warranty policy as submitted shall be applicable to any vehicle purchased under this contract.

12. WORKMANSHIP

Workmanship will conform to the best current manufacturing practice followed for vehicles of the type. Component parts and units will be manufactured to definite standard dimensions with proper fits and clearances. The vehicle will be ready for use, including all lubricants, coolants and operating fluids required.

13. ADVERTISEMENTS

It is further agreed that any bidder/vendor submitting a bid will not use the name of the City of any advertisement without first obtaining the written consent of the City Manager.

14. EEO AND DELAWARE BUSINESS LICENSE

The bidder/vendor shall be licensed to do business in the State of Delaware and also be a fair and equal opportunity employer.

15. NONCOLLUSION

The bidder/vendor shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this contract.

16. ADDENDA AND QUESTIONS

Questions may be asked no later than five (5) days prior to the bid opening date. Any changes to the contract documents shall be made by written addenda issued no later

than four (4) days prior to the bid opening date. Bidders/vendors shall bear the entire responsibility for being sure they have received all such addenda.

Any questions regarding the bidding process should be directed to Mark Brainard, Assistant to the City Manager, mbrainard@newark.de.us or at (302) 366-7000. Any questions regarding the specifications should be directed to Dave Vispi, Senior Mechanic, dvispi@newark.de.us or at (302) 366-7136.

17. MANUALS/CD/DVD/KEYS

The bidder shall supply one (1) complete set of shop repair manuals, maintenance manuals, trouble shooting manuals, emission manuals, engine diagnostic manuals, and transmission repair and overhaul manuals or online access to the above referenced manuals.

The bidder shall supply one (1) set of parts manuals and electrical schematics with wiring diagrams for the chassis assemblies and subassemblies or online access to the above referenced manuals.

Five (5) sets of keys shall be furnished for the vehicle and all compartments/access door locks.

18. PAYMENT

No invoices will be processed for payment until the new equipment is delivered and verification is made that all specifications under this contract have been met.

19. COMPLIANCE WITH SPECIFICATIONS

Any equipment bid must meet or be equal to these specifications. Any deviation from these specifications must be explained in full detail, including drawings, and engineering explanation. Bid must be in strict compliance with the specifications and offer the same or equal equipment. Exceptions are to be listed separately in a letter, which will become a part of your proposal, otherwise, it is fully understood that the equipment offered is exactly as specified.

20. PARTS AND SERVICE

Bidder to indicate nearest service center to the City for parts and service. Bidder should have a parts distributor and repair facility for parts supply and repair work within sixty (60) miles of the City of Newark. During warranty period of complete unit bidder will provide road service at no cost to the City of Newark or assume transport costs to their repair facility in the event road service is not available.

21. USE OF OTHER NAMES AND REFERENCES

Unless otherwise stated, the use of the manufacturer's name and product are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items as stated.

22. BROCHURES AND LITERATURE

Proposal must be accompanied by descriptive literature – marked and indicating the exact items to be furnished. The terms “as specified” will not be acceptable.

23. FIRST MAINTENANCE REQUIREMENT KIT

A complete set of fuel, oil, hydraulic and air filters with clearly defined manufacturer's part numbers will be furnished.

24. FACTORY SERVICE TRAINING

The bidder shall provide the option for two (2) days of factory training on the engine for two (2) City of Newark Journeyman Level Technicians. Training to be coordinated through Cummins Engine Corporation.

The bidder shall provide the option for two (2) days of factory training on the transmission for two (2) City of Newark Journeyman Level Technicians. Training to be coordinated through Penn Detroit Allison or Johnson and Towers Corporation.

25. WARRANTIES

WARRANTIES – All units delivered must be guaranteed to be free from defects in materials, design and workmanship for two (2) years with unlimited miles and hours from date of final delivery excluding normal wear items.

ENGINE WARRANTY – Five (5) years with 200,000 miles and 7,200 hours on engine and engine electronics. Example: injectors, injector control system, internally lubricated parts, fuel pump, turbo charger (100% parts and labor).

TRANSMISSION WARRANTY – Five (5) years unlimited mileage and hours, 100% parts and labor.

26. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this RFP or contract shall be property of the City upon submittal and will be subject to staff and public review and

discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

27. INDEMNIFICATION

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

28. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

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Delaware

CONTRACT NO. 19-02

PURCHASE OF ONE (1) CURRENT MODEL YEAR 25 PASSENGER COMMERCIAL BUS, TWO (2)
WHEELCHAIR POSITIONS WITH TWO (2) FOLDAWAY SEATS

SPECIFICATIONS

1. SCOPE

It is the intent of these specifications to describe the minimum requirements for the Purchase of One Current Model Year 25 Passenger Commercial Bus, two (2) wheelchair positions with two (2) foldaway seats.

2. SERVICE REPRESENTATIVE ATTENDANCE

The bidder shall have a qualified service representative in attendance with the final delivery of completed unit and provide the City with startup operation information, adjustment and maintenance instructions, and other pertinent information to ensure safe and proper operation of complete unit.

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TECHNICAL SPECIFICATIONS

A.	<u>BUS - GENERAL DESCRIPTION</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
1.	YEAR OF MANUFACTURE – 2019 OR NEWER	_____	_____
2.	CHASSIS – 2020 IC BUS CHASSIS OR EQUAL	_____	_____
3.	TRANSMISSION – AUTOMATIC ALLISON 2000 SERIES, WITH OVERDRIVE AND ELECTRONIC CONTROLS (OR EQUAL), DASH MOUNT SHIFTER, WITH TRANSYND OIL, and PARK / PAWL	_____	_____
4.	ENGINE – CUMMINS 240 HP DIESEL ENGINE WITH SCR AFTER TREATMENT, 11.5 G MINIMUM DEF TANK	_____	_____
B.	<u>DIMENSIONS AND CAPACITIES</u>		
1.	OVERALL LENGTH 375" TO 390"	_____	_____
2.	OVERALL WIDTH 96" TO 102"	_____	_____
3.	OVERALL HEIGHT 120" TO 138"	_____	_____
4.	INTERIOR WIDTH, 90" TO 97"	_____	_____
5.	WHEEL BASE 218"	_____	_____
6.	TURNING RADIUS (CURB TO CURB) 26' TO 32'	_____	_____
7.	GROSS VEHICLE WEIGHT RATING 25,000 LBS. MINIMUM	_____	_____

C.	<u>ELECTRICAL SYSTEM</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
1.	12 VOLT ELECTRICAL SYSTEM	_____	_____
2.	ALTERNATOR: 325 AMP MINIMUM, WITH IDLE OUTPUT IN EXCESS OF TOTAL AMPERAGE DRAW WITH ALL SYSTEMS FUNCTIONING	_____	_____
3.	(3) 12 VOLT BATTERIES, 1950-1300 CCA, MAINTENANCE FREE	_____	_____
4.	ALL BUS CIRCUITS MUST BE SUPPLIED BY WIRING WHICH IS SEPARATE AND DISTINCT FROM CHASSIS WIRING, BUT ORIGINATING FROM PROPER CHASSIS BUILDERS JUNCTION BLOCK	_____	_____
5.	WIRING WILL BE INSTALLED IN APPROPRIATE JUNCTION BLOCKS OR QUICK DISCONNECTS.	_____	_____
6.	ALL WIRING, BOTH CHASSIS AND BODY, WILL BE PROPERLY COLOR CODED AND NUMBERED TO ENSURE EASE OF TROUBLESHOOTING AND REPAIR.	_____	_____
7.	ALL WIRING SHALL BE PROTECTED AND SUPPORTED BY RUBBER COATED GALVANIZED CLAMPS AND RUN IN PROTECTED LOCATIONS, ADEQUATELY PROTECTED FROM INTERFERENCE BY PASSENGERS, HEAT, WATER, SOLVENTS, AND CHAFING.	_____	_____
8.	ALL WIRING WILL MEET ALL FEDERAL STANDARDS AND S.A.E. RECOMMENDED PRACTICES AND STANDARDS	_____	_____
9.	ALL CIRCUITS SHALL BE PROTECTED BY MANUAL RESET CIRCUIT BREAKERS. CIRCUIT BREAKERS SHALL BE NUMBERED AND SIZED TO PROVIDE PROPER OVERLOAD	_____	_____

PROTECTION FOR EACH INDIVIDUAL CIRCUIT. _____		
10. ALL CONTROLS NECESSARY FOR SAFE OPERATION OF BUS, INCLUDING DOOR CONTROLS WILL BE WITHIN CONVENIENT REACH OF THE DRIVER, BELOW WINDSHIELD. _____		
11. MASTER DISCONNECT SWITCH, IGNITION OPERATED, SHUTS OFF ALL BODY CIRCUITS EXCEPT DOME AND CLEARANCE LIGHTS. _____		
D.	<u>COOLING SYSTEM</u>	<u>YES/NO</u> <u>BIDDER'S ALTERNATIVE</u>
1.	SHALL BE OF SUFFICIENT SIZE AND CAPACITY TO ADEQUATELY COOL ENGINE	_____
2.	TO BE EQUIPPED WITH SHELL ROTELLA EXTENDED LIFE COOLANT (OR EQUIVALENT), PROTECTED TO -40° F.	_____
3.	PROVIDE DEAREATION SYSTEM WITH REMOTE MOUNTED SURGE TANK AND COOLANT LEVEL SIGHT GLASS.	_____
E.	<u>EXHAUST SYSTEM</u>	<u>YES/NO</u> <u>BIDDER'S ALTERNATIVE</u>
1.	ALL EXHAUST GASES, HEAT AND FUMES SHALL SAFELY EXIT REAR OF BUS	_____
2.	THE EXHAUST SYSTEM SHALL MEET ALL THE REQUIREMENTS OF THE 2014 EPA EMISSIONS REQUIREMENTS. AN EXHAUST MITIGATE MUST BE INSTALLED ON THE END OF THE EXHAUST PIPE TO REDUCE THE HEAT GENERATED DURING REGENERATION CYCLES OF THE EXHAUST SYSTEM.	_____
3.	SHALL COMPLY WITH FMVSS 108	_____
F.	<u>BRAKES</u>	<u>YES/NO</u> <u>BIDDER'S ALTERNATIVE</u>
1.	DUAL AIR SYSTEM FOR STRAIGHT	

BUS APPLICATION.	_____	_____
2. DUAL AIR PRESSURE GAUGE	_____	_____
3. BENDIX AD-IP WITH HEATER AND AIR DRYER.	_____	_____
4. AUTOMATIC FRONT AND REAR SLACK ADJUSTERS.	_____	_____
5. LOW AIR PRESSURE WARNING BUZZER AND LIGHT.	_____	_____
6. BENDIX DV-2 AUTOMATIC DRAIN VALVE WITH HEATER FOR AIR TANK	_____	_____
G. <u>DRIVELINE / DIFFERENTIAL / AXLES</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
1. DRIVELINE AND UNIVERSAL JOINTS SHALL BE OF SUFFICIENT SIZE AND CAPACITY RATING TO SUPPORT SPEEDS AND TORQUE DEVELOPED IN THE DRIVE TRAIN SYSTEM.	_____	_____
2. DIFFERENTIAL OF CONVENTIONAL CONSTRUCTION OF ADEQUATE SIZE AND CAPACITY WITH GEAR RATIO FOR EFFICIENT OPERATION UNDER LOADED CONDITIONS IN THE CITY OF NEWARK, DELAWARE (SUITABLE FOR LOW-SPEED, HIGH-VOLUME, STOP-AND-GO OPERATION), SHALL BE USED, PROVIDING FOR A CRUISING SPEED OF NOT LESS THAN 45 MILES PER HOUR UNDER NORMAL LOAD CONDITIONS. MINIMAL RATING OF 15,500 LB.	_____	_____
3. FRONT AXLE, I-BEAM DESIGN, WITH 8,000 LB. MINIMAL RATING	_____	_____
4. FRONT SPRINGS, TOW LEAF, PARABOLIC, 8,000 LB. CAPACITY WITH SHOCK ABSORBERS	_____	_____
5. REAR SUSPENSION SHALL BE FULL	_____	_____

	FLOATING REAR AXLE AND AIR RIDE SYSTEM.	_____	_____
	6. REAR SUSPENSION SYSTEM TO BE 21,000 LBS. (MINIMUM) EQUIPPED WITH AIR COMPRESSOR AND SHOCK ABSORBERS.	_____	_____
	7. SYSTEM TO BE OF VARIABLE RATE DESIGN THAT AUTOMATICALLY ADJUSTS TO DIFFERENT LOADS.	_____	_____
	8. EQUIPPED WITH BENDIX AD-IP AIR DRYER.	_____	_____
H.	<u>WHEELS AND TIRES</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
	1. WHEELS TO BE STEEL, DISC, 22.5X8.25 INCH IN SIZE, PAINTED BLACK.	_____	_____
	2. TIRES SHALL COMPLY WITH DOT PROFILE FMVMSS 119.	_____	_____
	3. TIRES SHALL BE 255/70R22	_____	_____
	4. DUAL REAR TIRES TO HAVE AGGRESSIVE CROSS TREAD TRACTION DESIGN.	_____	_____
I.	<u>STEERING</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
	1. ROSS, FULL POWER	_____	_____
J.	<u>FUEL SYSTEM</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
	1. SHALL COMPLY WITH FMVSS 301 FOR INTEGRITY REQUIREMENTS.	_____	_____
	2. SINGLE, STEEL TANK, MOUNTED BETWEEN THE RAIL BEHIND REAR AXLE WITH PROTECTIVE CAGE, 60 U.S. GALLON CAPACITY (MINIMUM).	_____	_____
	3. FUEL FILL TO BE ON RIGHT SIDE WITH ACCESS DOOR.	_____	_____

	4. A FLEETGUARD, MODEL 21,000 FUEL/WATER SEPARATOR WITH HEATER, SIGHT GLASS AND DRAIN INDICATOR LIGHT SHALL BE INSTALLED (OR EQUAL).		
K.	<u>HEATER / DEFROSTER / AIR CONDITIONING</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
	1. MANUFACTURER'S STANDARD HEATER / DEFROSTER (24,000 BTU MINIMUM) TO BE INSTALLED.		
	2. AIR CONDITIONING TO BE INSTALLED, CONTROLLED FROM DRIVER'S CONSOLE. SHALL BE FACTORY INSTALLED IC AIR OR EQUAL. 100K BTU MINIMUM, FREEBLOW SYSTEM WITH SKIRT AND RADIATOR MOUNTED CONDENSERS. FRONT DASH AIR EVAPORATOR AND REAR FLUSH MOUNT EVAPORATOR.		
	3. A DEDICATED STEP-WELL HEATER SHALL BE INCLUDED TO HEAT THE STEP-WELL DURING INCLIMATE WEATHER. THE STEP-WELL HEATER SHALL BE ACCESSED FROM BENEATH THE BUS BEHIND THE STEPWELL.		
L.	<u>BODYGLASS</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
	1. SHALL BE AS-2 TEMPERED SAFETY TYPE AND SAFETY GLAZED AND TO COMPLY WITH FMVSS205 AND CONFORM TO ANSI "SAFETY CODE FOR SAFETY GLAZING MATERIALS" Z26.1-1-1977 AS SUPPLEMENTED BY Z26-1A-1980.		
M.	<u>LIGHTING</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
	1. INTERIOR: DOME LAMPS SHALL BE LOCATED IN THE LIGHT BAR ABOVE THE PASSENGER WINDOWS. TO BE EVENLY DISTRIBUTED THROUGHOUT INTERIOR. A SINGLE DRIVER'S LIGHT FIXTURE TO BE PROVIDED WITH A SEPARATE CONTROL FORM THE OTHER LIGHTING CONTROLS.		

2. EXTERIOR: TO CONFORM TO ALL DELAWARE REGULATIONS AND FMVSS 108. ALL LIGHTS TO BE LED TYPE.

N.	<u>ADA PARATRANSIT PACKAGE</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
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1. TWO WHEELCHAIR POSITIONS

2. A WHEELCHAIR LIFT DOOR THAT MEETS ALL ADA REQUIREMENTS SHALL BE PROVIDED.

3. DOOR MUST HAVE A MINIMUM OPENING OF 42" WIDE AND 68" HIGH.

4. WINDOW(S) SHALL BE PROVIDED WITH APPROPRIATE SIZED TINTED SAFETY GLASS.

5. A 1/2" (MINIMUM) RED PILOT LAMP IN DRIVER'S COMPARTMENT WILL INDICATE WHEN A DOOR IS OPEN OR UNLATCHED.

6. A BRAUN WHEELCHAIR LIFT, COMPLETE WITH MANUAL BACK-UP SYSTEM, DUAL HANDRAILS, A 100" RESTRAINT BELT AND AN 80 AMP RESETTABLE CIRCUIT BREAKER MOUNTED UNDERHOOD (OR EQUAL) TO BE PROVIDED. A 4-POINT WHEELCHAIR SECUREMENT SYSTEM WITH SHOULDER AND LAP-RESTRAINTS TO BE PROVIDED. INTERIOR AND EXTERIOR LIFT LIGHTS TO BE PROVIDED.

7. OVERHEAD STAINLESS STEEL HANDRAILS.

8. RUBBER FLOOR RUBBER-LIFE AND SECUREMENT AREA.

9. STORAGE BAGS FOR WHEELCHAIR SECUREMENTS MOUNTED TO WALL.

10. PRIORITY SEATING SIGNAGE.

11. WHEELCHAIR SECUREMENT PLACEMENT SIGNAGE.	_____	_____
12. INTERNATIONAL ACCESS SIGNAGE.	_____	_____
13. STEP-NOSING – WHITE	_____	_____
14. BRAKED INTERLOCK SYSTEM FOR SAFETY OPENING PARATRANSIT LIFT.	_____	_____
15. PULL CORD BUZZER LIGHT.	_____	_____
16. STOP REQUESTS SIGN ASSEMBLY	_____	_____
O. <u>AM/FM RADIO CASSETTE WITH PA SYSTEM</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
1. AN AM/FM RADIO STEREO CD PLAYER WITH PUBLIC ADDRESS AMPLIFIER UTILIZING FOUR (4) SPEAKERS, TWO (2) FRONT AND TWO (2) REAR AT EASY ACCESS TO OPERATOR.	_____	_____
P. <u>EMERGENCY EQUIPMENT</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
1. EQUIPPED WITH 5LB. ABS RATED FIRE EXTINGUISHER.	_____	_____
2. EQUIPPED WITH A 24-UNIT FIRST AID KIT.	_____	_____
3. EQUIPPED WITH A TRIANGULAR HAZARD KIT.	_____	_____
4. ALL TO BE LOCATED AND MOUNTED IN A SAFE MANNER, EASILY ACCESSIBLE BY THE DRIVER.	_____	_____
5. GENERAL PURPOSE SPILL KIT.	_____	_____
Q. <u>BUS BODY</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
1. MAIN PASSENGER ENTRY DOOR TO BE LOCATED ON THE RIGHT (CURB) SIDE OF		

COACH. SHALL BE AIR OPERATED, AIR-TIGHT TWO-LEAF TYPE, OPENING OUTWARD FOR SAFETY. TO BE EQUIPPED WITH HEAVY DUTY UPPER AND LOWER GLASS. DOOR TO BE CONTROLLED BY DRIVER FROM A NORMAL SEATED POSITION. MUST BE ABLE TO OPEN AND CLOSE FROM OUTSIDE AND LOCK FROM OUTSIDE OF BUS.

2. STEP-WELL ENTRY SHALL HAVE A MINIMUM 1" DIAMETER STAINLESS GRABRAIL FASTENED BETWEEN THE STEP-WELL AND BARRIER ON BOTH SIDES FOR RIDER ENTRY ASSIST, EITHER RIGHT OR LEFT HANDED. A 3-STEP ENTRY SYSTEM, MINIMUM OF 33" WIDE. RISERS SHALL NOT EXCEED 8.75" AND DEPTH OF STEPS TO BE 9". A STEP-WELL LIGHT SHALL BE FURNISHED WHICH WILL ILLUMINATE ENTRY STEP AREA. THE ENTRY LIGHT WILL GO OFF AUTOMATICALLY ONLY WHEN CLEARANCE I.D. LAMPS ARE ON, AND WHEN DOOR IS OPENED OR CLOSED.
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3. TWO (2) TOW HOOKS SHALL BE MOUNTED ON THE FRONT AND REAR OF THE FRAME. THEY SHALL NOT PROTRUDE BEYOND THE BUMPERS AND SHALL ENABLE THE UNIT TO BE TOWED WITHOUT CAUSING STRESS ON OTHER PARTS OF UNIT.
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4. A PASSENGER VIEW/REARVIEW MIRROR SHALL BE PROVIDED FOR OPERATOR USE. IT SHALL BE 6"X30" (MINIMUM).
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5. A PARTITION, LOCATED TO THE LEFT OF PASSENGER ENTRY STEP-WELL, SHALL BE INSTALLED, HAVING NO OPENING AT THE BOTTOM, IN ORDER TO LESSEN THE CHANCE OF OBJECTS OR DEBRIS FALLING INTO THE STEP-WELL.
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6. HOOD AND FENDER SHALL BE TILTING FIBERGLASS INCORPORATING TORSION BAR TILT ASSIST. GRILL TO BE CHROME.
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7. FRONT BUMPER SHALL BE FURNISHED BY CHASSIS MANUFACTURER. REAR BUMPER SHALL BE HEAVY DUTY, CAPABLE OF PROTECTING VEHICLE IN MINOR ACCIDENTS. _____
8. PASSENGER SEATS ARE TO BE FREEDMAN MID-HI SEATS WITH STEEL FRAME CONSTRUCTION, OR APPROVED EQUAL, SHALL BE INSTALLED IN A SEAT TRACK TO ACCOMMODATE THE CAPACITY REQUESTED. FREEDMAN FOLD-AWAY PASSENGER SEATS, OR APPROVED EQUAL, WILL BE MOUNTED IN THE WHEELCHAIR SECUREMENT AREA. FOLD-AWAY SEATS WILL MATCH THE TRACK-MOUNTED SEATS IN CONSTRUCTION AND DESIGN AND BE MOUNTED SO THAT WHEN FOLDED VERTICALLY THEY ARE CLOSE TO THE SIDE WALL. (10) FORWARD FACING DOUBLE SEATS, (2) FORWARD FACING DOUBLE FOLDAWAY SEATS. _____
9. ALL BIDDERS MUST SUBMIT A FLOOR PLAN WITH THEIR PROPOSAL DRAWN SPECIFICALLY FOR THIS PROCUREMENT. THE FLOOR PLAN SHALL BE DRAWN TO SCALE AND CLEARLY INDICATE HIP TO KNEE DIMENSIONS, SEAT PLACEMENT, AND AISLE DIMENSIONS. _____
10. AN OVERHEAD 2 CU. FT. COMPARTMENT SHALL BE FURNISHED FOR STORAGE OF DRIVER'S PERSONAL ITEMS. _____
11. THE DRIVER'S SEAT SHALL BE OF AIR RIDE SUSPENSION DESIGN, WITH HIGH BACK AND INTEGRAL HEAD REST. IT SHALL BE CLOTH AND BE FULLY ADJUSTABLE WITH AIR LUMBAR SUPPORT AND ADDITIONAL BACK PADDING FOR BUS USE. SEAT SHALL BE CAPABLE OF SUPPORTING OPERATOR WEIGHING UP TO 350 LBS. _____
12. BODY MUST CONFORM TO FEDERAL DOT FMVSS 217, 220, AND 221 PERTAINING

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|---|-------|-------|
| TO EMERGENCY EXITS AND STRUCTURAL INTEGRITY. | _____ | _____ |
| 13. EXTERIOR MIRRORS SHALL BE ROSCO OPEN VIEW, BLACK, HEATED, MOTORIZED, AND MEET REQUIREMENTS OR FMVSS III. | _____ | _____ |
| 14. WINDSHIELD SHALL BE FURNISHED BY CHASSIS MANUFACTURER. IT SHALL BE OF THREE-PIECE DESIGN, MEETING FMVSS 205. | _____ | _____ |
| 15. BODY SHALL COMPLY WITH FEDERAL DOT FMVSS 217 AND 220 PERTAINING TO EMERGENCY EXITS AND STRUCTURAL INTEGRITY. | _____ | _____ |
| 16. EXTERIOR LOWER SIDE SKIRTS 20". | _____ | _____ |
| 17. THE STEERING COLUMN SHALL BE ADJUSTABLE TO INCLUDE BOTH A TILT FEATURE AND TELESCOPING FEATURE. | _____ | _____ |
| 18. THE FOLLOWING CONTROLS AND GAUGES, IN ADDITION TO THE CHASSIS CONTROLS AND GAUGES, ARE TO BE PROVIDED: ENTRANCE DOOR PANEL, PASSENGER HVAC CONTROLS, 6" DEFROSTER FAN SWITCH (IF EQUIPPED), WHEELCHAIR MASTER SWITCH, AP CONTROLS (SEE INCLUDED DETAILS), PASSENGER STOP REQUEST INDICATOR, PASSENGER COMPARTMENT LIGHTS. | _____ | _____ |
| 19. ALL CONTROLS AND INSTRUCTIONS ARE TO BE WITHIN DRIVER'S ARM REACH WITH SEATBELT FASTENED. ALL SWITCHES ARE TO BE OF UNIFORM TYPE, EITHER PUSH-PULL, TOGGLE OR ROCKER TYPE, MOUNT IN CONVENIENT GROUPINGS IN A PANEL NEAR THE DRIVER. | _____ | _____ |
| 20. THE FRONT ENTRANCE DOOR WILL HAVE A MINIMUM CLEAR OPENING WIDTH OF TWENTY-EIGHT INCHES (28") AND A MINIMUM CLEAR OPENING HEIGHT OF | | |

EIGHTY-SEVEN AND ONE HALF INCHES (87.5").
 THE ENTRANCE DOOR WILL BE DOUBLE-
 OPENING SPLIT ENTRANCE TYPE WITH
 ALUMINUM FRAME CONSTRUCTION
 AND INCLUDE FULL LENGTH TINTED
 AND TEMPERED SAFETY GLASS. THE MEETING
 EDGE OF EACH DOOR LEAF WILL BE EQUIPPED
 WITH A RUBBER LAP SEAL SO THAT WHEN
 CLOSED, THE DOORS PROVIDE A WATER-TIGHT
 SEAL. THE ENTRANCE DOOR WILL BE AIR
 OPERATED AND CONTROLLED BY SWITCHES
 MOUNTED WITHIN CONVENIENT REACH OF
 THE SEATED RIVER. THE ENTRANCE DOOR
 WILL BE EQUIPPED WITH AN INTERIOR
 MANUAL SAFETY RELEASE MECHANISM,
 PERMITTING THE DOOR TO OPEN IN
 CASE OF AN EMERGENCY.

21. THE VEHICLE WILL BE EQUIPPED WITH A
 REAR EMERGENCY DOOR. A SEE-THROUGH
 UPPER WINDOW SHALL BE PROVIDED IN THE
 REAR EMERGENCY DOOR WITH
 TINTED (AS-3) SAFETY GLASS.

22. ONE (1) ROOF EMERGENCY EXIT WITH
 VENTING CAPABILITIES SHALL BE INSTALLED
 IN THE ROOF OF THE VEHICLE.
 INSTALLATION MUST BE AT THE CENTERLINE
 OF THE PASSENGER COMPARTMENT.

R.	<u>SIGN BOXES, PAINT AND FINISH</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
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1. FRONT AND SIDE, ELECTRIC SIGN BOXES
 WITH LIGHT (DESTINATIONS TO READ
 N-1, N-2, N-3 AND OUT OF SERVICE).

2. ALL METAL PRIOR TO PAINTING SHALL BE
 THOROUGHLY CLEANED AND TREATED TO
 PREVENT CORROSION BEFORE PRIME
 COAT IS APPLIED.

3. FOR PRICING PURPOSES, THE VENDOR SHALL
 PROVIDE A THREE (3) COLOR PAINT DESIGN.
 EXTERIOR PAINT SHALL BE POLYURETHANE

LOW VOC IMRON 5000 WHITE PAINT. STRIPING SHALL BE DONE IN TWO (2) COLORS: DUPONT YELLOW DELUX 54701 AND DUPONT MEDIUM BLUE DELUX 4281DH. INTERIOR COLOR SHALL BE COATED WITH N2652 WHITE POLYURETHANE LOW VOC IMRON 5000 PAINT.			_____	_____
4.	THE NAME AND LOGO SHALL BE PROVIDED ON BOTH SIDES OF THE VEHICLE, THE REAR END CAP AND FRONT END. PROSPECTIVE BIDDERS TO VIEW BUSES TO NOTE SIGNAGE COLOR, DESIGNS, AND SIZES, AND TO PAINT THIS UNIT SAME. DIGITAL IMAGES ARE AVAILABLE UPON REQUEST.		_____	_____
5.	CAB INTERIOR PAINTED SAME AS CAB COLOR		_____	_____
6.	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		_____	_____
7.	BUMPER PAINTED SAME AS CHASSIS		_____	_____
S.	<u>WINDSHIELD WASHER / WIPER SYSTEM</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>	
1.	SHALL MEET FMVSS 104, 107, AND SAE RECOMMENDED PRACTICE J942. SHALL BE ELECTRIC, HEAVY DUTY DESIGN, CAPABLE OF OPERATING IN MOST ADVERSE WEATHER CONDITIONS. TO INCLUDE INTERMITTENT SPEED CONTROL. BLADES SHALL PROVIDE MAXIMUM WINDSHIELD COVERAGE.		_____	_____
T.	<u>RUSTPROOFING</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>	
1.	THE ENTIRE UNIT SHALL BE PROTECTED FROM CORROSION AND RUST AND PROPERLY UNDER COATED BY TECTYL OR EQUAL.		_____	_____
U.	<u>KEYS</u>			

1. A TOTAL OF FIVE (5) SETS OF KEYS TO IGNITION AND ANY OTHER LOCK TO BE PROVIDED

V.	<u>WARRANTIES</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
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1. ALL UNITS DELIVERED MUST BE GUARANTEED TO BE FREE FROM DEFECTS IN MATERIALS, DESIGN AND WORKMANSHIP FOR TWO (2) YEARS/UNLIMITED MILES FROM DATE OF FINAL DELIVERY EXCLUDING NORMAL WEAR ITEMS.

2. ENGINE SHALL BE COVERED 5 YEARS / 200,000 MILES ON ENGINE, ENGINE ELECTRONICS, AND AFTER MARKET TREATMENT SYSTEMS 100% PARTS AND LABOR.

3. TRANSMISSION SHALL BE COVERED 5 YEARS / UNLIMITED MILES. 100% PARTS AND LABOR.

4. CHASSIS: FRAME RAILS AND CROSSMEMBERS, BODY/COWL STRUCTURE (ROOF, METAL FLOOR, SIDES AND FRONT AND REAR SECTIONS), BODY/COWL PERFORATION CORROSION, BODY/COWL/HOOD PAINT DELAMINATION 5 YEARS / 100,000 MILES

5. FACTORY INSTALLED AIR-CONDITIONING: 30 MONTH / 150,000 MILES

W.	<u>PARTS / REPAIR FACILITY</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
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1. THE BIDDER MUST HAVE A PARTS DISTRIBUTOR / REPAIR FACILITY FOR PARTS SUPPLY AND REPAIR WORK WITHIN 100 MILES OF THE CITY OF NEWARK. DURING WARRANTY PERIOD BIDDER WILL PROVIDE ROAD SERVICE AT NO COST TO THE CITY OF NEWARK, OR ASSUME TOWING COST TO THEIR REPAIR FACILITY IN THE

	EVENT ROAD SERVICE IS NOT AVAILABLE.	_____	_____
X.	<u>FIRST MAINTENANCE REQUIREMENT KIT</u>	<u>YES/NO</u>	<u>BIDDER'S ALTERNATIVE</u>
	1. A COMPLETE SET OF FUEL, OIL, TRANS, AND AIR FILTERS WITH CLEARLY DEFINED MANUFACTURE'S PART NUMBER WILL BE FURNISHED FOR BOTH CHASSIS AND BODY.	_____	_____
Y.	<u>OPTIONS</u>	<u>YES/NO</u>	<u>BIDDER'S PRICE</u>
	1. SPORTWORKS ITEM NO. 1003552 DL2 BIKE RACK, PAINTED BLACK. INCLUDES ITEM NO. 100530 - PIVOT PLATE ASSEMBLY (FORMED PLATE, STANDARD WIDTH, 14, 16, 18, PAINTED BLACK), ITEM NO. 100612 - INTERNATIONAL 3200-3400 BRACKET (FORMED SWEPT STEEL BUMPER), AND ITEM NO. 100812 RISER/LOWERING BRACKET KIT.	_____	_____
	2. TWO (2) DAYS OF FACTORY TRAINING ON THE ENGINE FOR TWO (2) CITY OF NEWARK JOURNEYMAN LEVEL TECHNICIANS. TRAINING TO BE COORDINATED THROUGH CUMMINS ENGINE CORPORATION.	_____	_____
	3. TWO (2) DAYS OF FACTORY TRAINING ON THE TRANSMISSION FOR TWO (2) CITY OF NEWARK JOURNEYMAN LEVEL TECHNICIANS. TRAINING TO BE COORDINATED THROUGH PENN DETROIT ALLISON OR JOHNSON AND TOWERS CORPORATION.	_____	_____

CITY OF NEWARK

Delaware

CONTRACT NO. 19-02

PURCHASE OF ONE (1) CURRENT MODEL YEAR 25 PASSENGER COMMERCIAL BUS, TWO (2)
WHEELCHAIR POSITIONS WITH TWO (2) FOLDAWAY SEATS

PROPOSAL

TO: The Mayor and City Council
Newark, Delaware

FROM: _____

The undersigned as a lawfully authorized agent for the below named vendor has carefully examined the General Provisions, Technical Specifications, and Proposal to be known as Contract No. 19-02 and binds himself/herself on award to him/her by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provisions and Technical Specifications and any addenda shall be a part, and to furnish the equipment as specified F.O.B. Newark, in a manner that is in complete accordance with said General Provisions and Specifications at the following named prices:

	Delivery ARO	Bid Price
One Current Model Year Commercial Bus Per Technical Spec	_____	\$ _____

Exceptions _____

DATE: _____ BIDDER: _____

By: _____
Its legally authorized representative

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CITY OF NEWARK

Delaware

CONTRACT NO. 19-02

PURCHASE OF ONE (1) CURRENT MODEL YEAR 25 PASSENGER COMMERCIAL BUS, TWO (2)
WHEELCHAIR POSITIONS WITH TWO (2) FOLDAWAY SEATS

BOND TO ACCOMPANY PROPOSAL

(Not Necessary if Certified or Cashier's Check Used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of
_____ in the County of _____ and State of
_____ Principal, and _____ of
_____ as surety, legally authorized to do business in the
State of Delaware, are held and firmly bound unto the City of Newark in the sum of
_____ Dollars, to be paid to said City of Newark,
for which payment well and truly to be made, we do bind ourselves, our and each of our heirs,
executors, administrators and successors, jointly and severally, for and in the whole, firmly by
these presents. Sealed with our seal, dated the _____ day of
_____ in the year of our Lord, two thousand and nineteen (2019).

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bound
principal _____ who has submitted to said City of
Newark, a certain proposal to enter into a certain Contract No. 19-02 – Purchase of One
Current Model Year 25 Passenger Commercial Bus, two (2) wheelchair positions with two (2)
foldaway seats, shall be awarded said Contract, and if said _____
shall well and truly enter into and execute said contract and furnish therewith such Surety

Bond or Bonds as may be required by the terms of said Contract and approved by said City of Newark, said Contract, and said Bond to be entered into within fourteen (14) days after the date of official notice of award thereof in accordance with the terms of said proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN
THE PRESENCE OF

SIGNED _____(SEAL)

BY _____(SEAL)

SIGNED _____(SEAL)

BY _____(SEAL)